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5 Attorney for Antoinette Dumont

6 UNITED STATES BANKRUPTCY COURT

7 Southern District of California

8

9 In re:) Case No 06-00980
10 ANTOINETTE DUMONT,) Chapter 7
11 Debtor,)
12 _____)
13 ANTOINETTE DUMONT,)
14 Petitioner,)
15 vs.)
16 FORD MOTOR CREDIT,)
17 Respondants.)
18 _____)
19
20 I, Michael G. Doan, hereby declare:
21
22 1. I am over the age of eighteen years and the matter set forth herein is of my own personal
knowledge and if called and sworn as a witness herein could and would testify.
23
24 2. On or about November 15, 2006, my client, Antoinette Dumont, contacted my office and
was very disturbed since she stated her 2003 Chevrolet Cavalier had been repossessed.
25
26 3. She was puzzled as she stated she was paying the monthly payment each month as they
became due. She further stated she was paying the amount that Ford told her to pay over
the phone since they stopped sending her billing statements.

**DECLARATION OF
MICHAEL DOAN
IN SUPPORT OF
ORDER TO SHOW CAUSE**

DATE: 3/01/2007
TIME: 10:30am
DEPT:1, Room 218

1 4. She further advised that Ford told her that her vehicle was repossessed since she did not
2 “reaffirm” the account.

3 5. My office subsequently attempted to contact Ford on numerous occasions for the next 11
4 days.

5 6. Finally, on or about November 25, 2006, I was personally able to get thru with Ford and
6 spoke with a representative there who advised me the following:

7 a) The account was current.

8 b) The monthly payment was 335.78.

9 c) There were additional repossession fees of \$705.78 recently added.

10 d) Her account was a post 10/17/05 account.

11 e) She did not know why the repossession took place since the account was current.
12 After some further inquiry, she then stated the vehicle was repossessed since no
13 reaffirmation agreement was on filed.

14 f) Ford has been repossessing vehicles throughout California and the United States
15 where debtors are current and have simply reaffirmed the account.

16 g) The repossession of my client’s vehicle was nothing out of the ordinary and the
17 new laws specifically allow them to repossess.

18 h) Further inquiry should be addressed to Kyle Morrison at (800) 955-8532.

19 i) The payoff was \$6,728.68.

20 j) The Debtor had no reinstatement rights, only a right to redeem for the remaining
21 balance which included the repossession fees.

22 7. During the bankruptcy case I received emails from Keith Herron’s office, former attorney
23 for Ford, requesting that Ms. Dumont reaffirm the debt. I advised that we do not do
24 reaffirmation agreements and rejected the same. I do not have a copy of the email since
25 my harddrive crashed containing those emails, but I have attached a similar email I
26 received from them in the past. I have also attached correspondence from Herron’s office
 confirming they sent two previous emails concerning reaffirmation agreements. I have
 also requested a copy of the email from Ford’s current counsel who is looking into the

1 matter.

2 8. It is my policy to advise all my clients to not reaffirm any debts where they do not have
3 disposable income. Likewise, since Ms. Dumont did not have disposable income, I
4 advised her that she should not reaffirm her debt, and even if she tried, it would probably
5 not be approved by the court in light of her negative disposable income.

6 9. The emails I received from Herron's office in this matter concerning repossession
7 evidence felt threatening in that if a reaffirmation was not immediately filed, a
8 repossession would take place on discharge.

9 10. Although Ford may have filed a proof of claim in this case, they never served a copy of
10 the same upon my office.

11 11. As of today, I have never seen any evidence of a default ipso facto clause in the contract
12 and I did not see any such provision in their proof of claim they filed with the court.

13 12. I have reviewed at least ten (10) other proofs of claims filed by Ford since BAPCPA has
14 taken effect and have not found any evidence of an ipso facto default clause in any of
15 those claims.

16 13. It is my understanding that former and present counsel for Ford do not presently have any
17 copies of a contract with Ms. Dumont containing the alleged ipso facto default clause.

18 14. I have no record of Ford ever advising my office that they were accepting payments but
19 not waiving any rights they might have under any default provisions.

20 15. I was the first attorney of the Southern District to file chapter 7 and chapter 13 cases
21 under BAPCPA. In fact, I have filed hundreds of such cases since 10/17/05.

22 16. Despite all my filings, this is the first case I have where a secured creditor has taken a
23 vehicle that is current, solely due to not executing a reaffirmation agreement.

24 17. I am an active member of NACBA(National Association of Consumer Bankruptcy
25 Attorneys) and read and write on the listserve for that organization to the tune of over
26 300 emails per day. It is my experience that no creditors across America are repossessing

1 vehicles except Ford.

2 18. The actions taken by Ford has been very effective. It is my experience that all my
3 colleagues are very cautious of Ford since they fear a repossession will take place if there
4 is no repossession. I have also witnessed many reaffirmation agreements being entered
5 into that would not have been entered prior to the enactment of BAPCPA.

6 19. To date, I am not aware any of the following creditors have taken any vehicles in any of
7 my cases or any other cases in the Southern District of California:

8 Nissan, Mazda, Honda, Chrysler, GM, Chevrolet, Mercedes, Lincoln, Lexus,
9 Acura, Audi, BMW, Dodge, Dahaitsu, GMC, Hyundai, Isuzu, Jeep, Kia, Mercury,
10 Oldsmobile, Pontiac, Saturn, Volkswagon, Volvo, any Credit Unions, or any
11 other financial institutions.

12 20. My hourly rate for the instant case is \$450.00 per hour. I presently have over 70 hours
13 invested in this case at the time of this declaration.

14
15 I declare under penalty of perjury that the foregoing is true and correct under the laws of the
16 State of California.

17
18
19 Executed this 5th of February, 2007 in Carlsbad, California.

20
21 Respectfully submitted,

22 **DOAN, LEVINSON, & LILJEGREN, LLP**

23 By: /s ecf Michael G. Doan
24

25 Michael G. Doan, Attorney for Petitioner
26

Michael Doan

From: Herron&Associates [prdyyhrrn@flash.net]
Sent: Friday, July 21, 2006 12:48 PM
To: Michael Doan
Subject: Swinehart, 06-01693 & Potter 06-01294

Mr. Doan,

Attached are Reaffirmation Agreement's on the above listed debtor's. Please review this with your client's. After signed, please forward a copy via facsimile and the original via US mail. Please be advised Ford Motor Credit Company will not hesitate to repossess the vehicle once the case is discharged and a Reaffirmation Agreement is not obtained.

Thank you,
Kimberly A. Atkins

Keith E. Herron and Associates
10201 Mission Gorge Road, Suite J
Santee, California 92071
Tele:(619) 448-7736
Fax: (619) 448-7781

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Hey Mike,

Kim is on Maternity Leave, so I have taken the matter into my hands to investigate. It appears we sent the reaffirmation agreement to you two times, and you had suggested that Ford just start filing for relief (the "Eating Steel" comment). I have copies of all correspondence. I will speak with Keith and confirm his consent to forward this documentation to you.

Thank you,
Matthew King

Keith E. Herron and Associates
10201 Mission Gorge Road, Suite J
Santee, California 92071
Tele:(619) 448-7736
Fax: (619) 448-7781

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From: Michael G. Doan [mailto:mike@debtwipeout.com]
Sent: Friday, December 01, 2006 6:15 AM
To: prdyhrrn@flash.net
Subject:

Hi Kimberly

You always wanted my clients to reaffirm and have sent emails in the past which we always rejected. Do you have off hand the email you sent me on Dumont 06-00980 and any response I may have returned? It would be similar to the emails you sent me on 06-01693 and 06-01294 and might have been sent between 4/30/6 and 7/21/6.

I'm not sure if FORD offered our client a reaffirmation agreement in the Dumont case.

Thanks!

Michael G. Doan, Attorney at Law
Certified Bankruptcy Specialist-
Consumer Bankruptcy Law-
American Board of Certification

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